

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

JOE G. PATTEN, a/k/a/ THE
PHANTOM OF THE FOX,

Plaintiff

v.

ATLANTA LANDMARKS, INC.,
d/b/a THE FOX THEATRE and
EDWARD L. "WOODY" WHITE,
JR.

Defendants.

CIVIL ACTION
NO. _____

JURY TRIAL
REQUESTED

VERIFICATION OF JOE G. PATTEN

STATE OF GEORGIA
FULTON COUNTY

Personally appeared before the undersigned party authorized to administer oaths, Joe G. Patten, a/k/a The Phantom of the Fox, who states that he is the plaintiff in the above-styled action and that the facts stated in the Verified Complaint are true to the best of his knowledge and belief.


Joe G. Patten

Sworn to and subscribed to me this 4th day of October, 2010.


Notary Public



DUPLICATE

10 / 04 / 2010

Patten, Joe G. a/k/a The Phantom
of The Fox

Atlanta Landmarks, Inc., d/b/a The
Fox Theatre and Edward L. "Woody"
Hulme, Jr.

7405 891-4100

FILED IN OFFICE

OCT - 4 2010

DEPUTY CLERK, SUPERIOR COURT
FULTON COUNTY, GA

(404) FBI-7448

CASE TYPE/CATEGORY

Thyroidectomy

APPEALS/CERTIORARI

- ☐ From a lower court
- ☐ Board of Commissioners
- ☐ Tax Assessors
- ☐ Workers' Compensation
- ☐ Other Administrative Appeal

DOMESTIC RELATIONS

- ☐ Adoption, Petition for
- ☐ Alimony
- ☐ Annulment
- ☐ Child Support
- ☐ Child Support (DHR)
- ☐ Child Support (URESAs)
- ☐ Contempt
- ☐ Custody
- ☐ Divorce
- ☐ Family Violence
- ☐ Foreign Judgment, Domestication
- ☐ Legislation
- ☐ Modification
- ☐ Name Change
- ☐ Paternity
- ☐ Separate Maintenance
- ☐ URESAs
- ☐ Visitation Rights

GENERAL CIVIL

- ☐ Accoum
- ☐ Administrative Order
- ☐ Arbitration
- ☐ Assurance of Voluntary Compliance
- ☐ Birth Certificate, Petition for
- ☐ Bond Validation
- ☐ Certiorari, Writ of
- ☐ Condemnation of Personal Property
- ☐ Condemnation of Real Property
- ☐ Construction of Will or Contract, Petition for
- ☐ Contempt
- ☐ Consent
- ☐ Conversion
- ☐ Custody, Petition to Release from
- ☐ Damages, Suit for
- ☐ Declaratory Judgment
- ☐ Deed
- ☐ Defamation
- ☐ Domestication of Foreign Judgment
- ☐ Ejectment
- ☐ Election, Civil Action or Primary
- ☐ Equity, Complaint in
- ☐ Equitable Division, Petition for
- ☐ Foreclosure: Application for
- ☐ Foreclosure: Condemnation of

- ☐ Foreign Land, Lien Proceedings
- ☐ Fraud
- ☐ Funds, Suit to Recover
- ☐ Guardians, Appointment of
- ☐ Habeas Corpus
- ☐ Hearsay, Affidavit of
- ☐ Incompetent Order, Application for
- ☒ Interpleader
- ☐ Judgment, Motion to Enforce
- ☐ Libel/Slander
- ☐ Malicious Abuse of Process
- ☐ Malpractice, medical
- ☐ Malpractice, other
- ☐ Mandamus
- ☐ Negligence, Complaint for
- ☐ Permanent Restraining Order
- ☐ Personal Injury
- ☐ Products Liability
- ☐ Property Damage
- ☐ Quo Warranto
- ☐ Record, Motion to Expunge
- ☐ Sore Feces
- ☐ Temporary Restraining Order
- ☐ Title for Real Estate
- ☐ Unlawful Death

Other Cause of Action—(Cite Georgia Statute or give brief legal description):

RELATED CASE(S) (if any): Judge

On the

SIGNATURE OF ATTORNEY

Michael A. Caplan

10 / 04 / 2010
DATE

601039
GEORGIA BAR

STATE OF GEORGIA

JOE G. PATTEN, n/a THE PHANTOM OF
THE FOX,

Plaintiff,

CIVIL ACTION
NUMBER _____

v.

ATLANTA LANDMARKS, INC., d/b/a
THE FOX THEATRE and EDWARD L.
"WOODY" WHITE, JR.,

Defendants.

SUMMONS

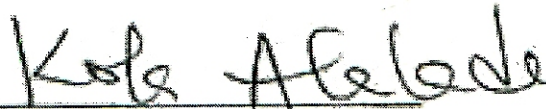
TO THE ABOVE NAMED-DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and to serve upon the Plaintiff's Attorney, whose name and address is:

Emmet J. Bondurant
Michael A. Caplan
BONDURANT, MIXSON & ELMORE, LLP
3900 ONE ATLANTIC CENTER
1201 WEST PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30309-3417
(404) 881-4100

an answer to the complaint which is herewith served upon you, within (30) days after the service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 4th day of October, 2010.



Deputy Clerk

To Defendant upon whom this petition is served:

This copy of complaint and Summons was served upon you _____ 2010.

DEPUTY SHERIFF

COPY

ORIGINAL

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

JOE G. PATTEN, a/k/a/ THE
PHANTOM OF THE FOX,

Plaintiff

v.

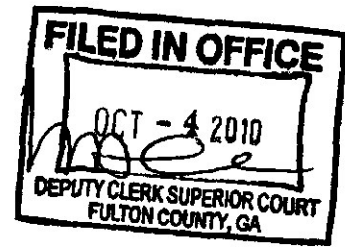
ATLANTA LANDMARKS, INC.,
d/b/a THE FOX THEATRE and
EDWARD L. "WOODY" WHITE,
JR.

Defendants.

CIVIL ACTION

NO. 2010CV191734

JURY TRIAL
REQUESTED



VERIFIED COMPLAINT

This is an action under the Georgia Fair Housing Act, O.C.G.A. § 8-3-200, *et seq.*, for injunctive relief and general and punitive damages against Defendant Atlanta Landmarks, Inc., the owner of the Fox Theatre in downtown Atlanta (hereinafter "the Fox" or "Atlanta Landmarks"), and Edward L. "Woody" White, Jr., arising out of their willful, intentional, and deliberate acts of housing discrimination against Plaintiff Joe Patten based on his perceived physical disabilities. On August 30, 2010, Atlanta Landmarks terminated Mr. Patten's lease of his 31-year home within the Fox Theatre building because of its belief that Mr. Patten's "deteriorating health"

made him unable to “live independently” outside of an assisted living facility. As more fully alleged in Count One below, by terminating Mr. Patten’s lease expressly on the basis of his physical condition, defendants overtly and intentionally discriminated against Mr. Patten and violated the Georgia Fair Housing Act. O.C.G.A. § 8-3-200, *et seq.* In addition, as more fully alleged in Count Two below, Atlanta Landmarks’ unilateral termination of Mr. Patten’s lease also violated the parties’ lease agreement, which gave Mr. Patten the legal right to live in his apartment at the Fox for the remainder of his life. Mr. Patten respectfully requests that this Court preliminarily and permanently enjoin Atlanta Landmarks from unlawfully evicting Mr. Patten and award Mr. Patten actual damages, punitive damages, attorneys’ fees, and the costs of this litigation.

THE PARTIES

The Plaintiff

1.

Plaintiff Joe Patten, who has been fondly known as the “Phantom of the Fox” for the past 30 years, is the lessee of an apartment in the Fox Theatre under a written lease that extends to the 120th day following his death. A true and correct copy of the parties’ lease dated December 28, 1979, as amended on March 18, 2008, is attached hereto as Exhibit A.

The Defendants

2.

(a) Defendant Atlanta Landmarks, Inc. d/b/a The Fox Theatre is a corporation organized and existing under the laws of the State of Georgia to own and operate the Fox Theatre. Atlanta Landmarks is the lessor and landlord of Mr. Patten's apartment in the Fox Theatre under a written lease that was executed by Mr. Patten at the creation and request of its Board of Trustees. Atlanta Landmarks has its principal place of business at the Fox Theatre in Atlanta, Fulton County, Georgia.

(b) Defendant Edward L. "Woody" White, Jr., is president of Atlanta Landmarks' Board of Trustees, and is named as a defendant in his individual capacity as the principal instigator and participant in the unlawful and tortious acts of disability discrimination against Mr. Patten in violation of the Georgia Fair Housing Act. Defendant White is a resident of Fulton County, Georgia.

HISTORICAL BACKGROUND

3.

Now 83 years old, Plaintiff Joe Patten has resided in an apartment in the Fox Theatre building for the past 31 years. His written lease with Atlanta Landmarks expressly states that he has the right to continue living in

the apartment, which he built and paid for at his own expense, until the 120th day following his death.

4.

Fondly known as the "Phantom of the Fox," Mr. Patten has committed almost 50 years of his life to the preservation of the Fox Theatre as an architectural and cultural treasure. A 1982 article in Atlanta Weekly, attached hereto as Exhibit B, recognized Mr. Patten for his singular and selfless contribution to the vitality of the Fox:

"Without Joe Patten, there would be no Fox Theatre today," says no less an authority than Bob Van Camp, the [late] Fox organist for 35 years. . . . A shy, retiring mechanical wizard, Patten is generally recognized as the foremost authority on the Fox's mechanical systems, structure and history. He is also considered the driving force in the restoration of the [then] 53-year-old movie theater, concert and exhibition hall. He was a founder of Atlanta Landmarks Inc. the non-profit group behind the Save the Fox campaign.

5.

Mr. Patten's service to the Fox began in 1963, when he discovered that the Fox's magnificent "Mighty Mo" Moeller organ had become non-functional after 30 years of neglect. Mr. Patten's passion for preserving one of the largest and most elaborate theatre organs in the world led him to work tirelessly for 10 months restore it to its original splendor, without pay or reward:

To Patten, who is fascinated by all things that chug and whine,

the neglected “Mighty Mo” Moeller grand pipe organ at the Fox represented an irresistible challenge. . . . Patten convinced the theater’s management to allow him and three others to repair the organ on their own time, with the theater paying for materials. Work on the organ began in 1963, and though the enormity of the task eventually discouraged his co-workers, Patten stayed with the project. Laboring from midnight past dawn most nights for 10 straight months, he installed 36,000 feet of new wiring and overhauled the instrument’s entire electro-pneumatic system, which sprawls in six separate rooms under the Fox stage. On Thanksgiving Day 1963, Van Camp gave a recital on the revitalized Moeller, and Patten admits the performance brought tears to his eyes.

See id.

In its historical account on its website, Atlanta Landmarks notes that Mr. Patten’s “technical wizardry guarantee[s] the Mighty Mo will be singing loud and clear for future generations of theatre organ enthusiasts.”¹

6.

Mr. Patten has also been recognized for his critical role in saving the Fox Theatre from demolition in the 1970s. When he learned in 1974 that financial constraints were leading the Fox Theatre’s owners to consider selling the Fox Theatre property to an investor for demolition, Mr. Patten resolved to lead the movement that would preserve the Fox for generations to come. As a journalist later described, “[i]f he could save the pipe organ, he felt he could save the Fox.” *See Exhibit B.*

¹ *See Atlanta Landmarks, “The ‘Mighty Mo’ Organ,” attached hereto as Exhibit C.*

In 1974, Mr. Patten helped incorporate Atlanta Landmarks, Inc., as a fundraising organization to preserve the Fox Theatre from demolition, and became its corporate secretary and a founding trustee. His enthusiasm and intricate knowledge of the Fox Theatre led its other members to appoint him as Chairman of the "Save the Fox" Committee. A 1975 Atlanta Journal-Constitution article shows Mr. Patten in the midst of leading an arduous campaign to save the Fox Theatre over the course of almost a year:



Staff Photo—Calvin Cruce

THE BATTLE GOES ON...

Pat Connell, president of Atlanta Landmarks, Inc., (left) and Joe Patton, chairman of the group's Save the Fox Committee, gave a status report Saturday to the Victorian Society of America on the effort to preserve the theater.

They said they have presented a package of information to potential investors from Saudi Arabia and Kuwait. The meeting Saturday was held at the theater.

8.

As a result of his tireless public advocacy, successful fundraising efforts, and extensive knowledge of the Fox Theatre building, Mr. Patten and Atlanta Landmarks eventually helped convince a guarantor to ensure payment of Atlanta Landmarks' loan to purchase the Fox and save it from demolition. Mr. Patten is widely regarded as an instrumental force behind the "Save the Fox" movement's success and Atlanta Landmarks' subsequent renovation and successful operation of the Fox Theatre as a preeminent entertainment venue:

"He was the magnet that attracted other movers He devoted countless hours and much of his own money to the effort." Thanks to Patten's leadership and an awakened public, Atlanta Landmarks Inc. was able to pay off the building's \$1.8 million mortgage and another \$350,000 in interest after a four-year fund drive that ended in February 1978. Seven thousand people contributed to the campaign and the demolition permit that had been issued for the Fox was torn up.

See Exhibit B.

9.

Since its founding in 1974, Mr. Patten has served on the Board of Trustees of Atlanta Landmarks, and is one of the few remaining original trustees.

10.

In 1979, when Mr. Patten was 52 years old, the Board of Trustees

asked Mr. Patten to sell his home, invest \$50,000 of his own money to renovate an unused portion of the Fox, and take up residence at the Fox. In return for this substantial up-front investment, Atlanta Landmarks offered Mr. Patten a lease that would last for the term of his life. Mr. Patten has always made clear—as he did in 1982—that his residence at the Fox Theatre was not an idea of his own making, but rather was initiated for Atlanta Landmarks' benefit and at its behest:

Patten's love affair with the Fox became more intimate . . . when he moved from his former home in College Park into a 3,000 square foot apartment he created, at his own expense, from unused office and storage space in the theater building. He is careful to stress that the move was first suggested by the board of directors, who wanted someone in the building as a caretaker. Since he was spending 16 hours a day at the theater anyway, Patten was the logical choice to serve as curator. He hired an architect and consulted the Fox's restoration director before remodeling the space, which will be turned over to the corporation upon his death

See id.

A description of the terms of Mr. Patten's life-term lease, the wrongful termination of which is the subject of this action, is provided in more detail below.

11.

Shortly after he moved into the Fox Theatre, Mr. Patten began working for the Fox Theatre on a full-time basis and formally served as its Technical Director. As Technical Director, he managed the intricate and

often elaborate systems of the Fox until his retirement in 2001.

12.

The wisdom and foresight of Atlanta Landmarks' decision to ask Mr. Patten to move into and live at the Fox was rewarded a thousand times over when a fire broke out in the early hours of April 15, 1996, deep within the Fox Theatre building. Because Mr. Patten knew every part of the Theatre, Mr. Patten was able to sound the alarm, pinpoint the exact location of the fire, and quickly lead firefighters to extinguish it. As a result of Mr. Patten's quick action, the fire was extinguished without extensive damage to the Theatre. As the general manager of the Fox later said, Mr. Patten "saved the Fox for the second time."²

13.

In 2001, Mr. Patten retired his position as Technical Director of the Fox. At the August 21, 2001 meeting of the Board of Trustees of Atlanta Landmarks, the Board adopted a unanimous Resolution congratulating him upon his retirement and recognizing Mr. Patten's "long and dedicated

² See also Kathy Scruggs, "Fire at the Fox Building: Quick Action Saves Historic Landmark," Atlanta Journal-Constitution (4/16/1996), attached hereto as Exhibit D; Kirsten Tagami, "Phantom of the Fox," (AJC / September 20, 2007), attached hereto as Exhibit E ("Patten's presence . . . saved the Fox from a fast-moving fire in April 1996.").

service to the . . . Fox Theatre and to Atlanta Landmarks, Inc.”³

14.

Since the parties executed the Lease in 1979, Mr. Patten has continued to peaceably live in his apartment in the Fox Theatre Building, and he intends to remain there until his death. Until recently, the feeling appeared to be mutual between Mr. Patten and Atlanta Landmarks. In fact, on March 18, 2008—just two and a half years ago—Atlanta Landmarks reaffirmed Mr. Patten’s lease agreement and extended its term to 120 days after his death.

15.

In the last few years, the Fox Theatre has made several personnel changes, including electing defendant Edward L. “Woody” White, Jr., as the President of its Board of Trustees. As described in more detail below, after Mr. Patten suffered a minor stroke in July of 2010 that required a short stay at the hospital, defendant White and other members of the Board of Trustees decided it was time for Mr. Patten to go. On September 2, 2010, defendant White, acting in his capacity as President of Atlanta Landmarks, informed Mr. Patten that his Lease had been terminated. As described in more detail below, defendant White and the Board of Trustees of Atlanta Landmarks

³ See Minutes of the August 21, 2001 Regular Meeting of the Executive Committee of Atlanta Landmarks, Inc., a true and correct copy of which is attached hereto as Exhibit F.

terminated Mr. Patten's lease expressly because of their perception about his "medical condition" and his inability to "live independently," a violation of the prohibition in the Georgia Fair Housing Act against discrimination by landlords against tenants based on their actual or perceived physical disabilities.

16.

As a result of Atlanta Landmarks' unlawful termination, Mr. Patten is due to be evicted from his 31-year home on December 1, 2010.

JURISDICTION AND VENUE

17.

This action is brought to vindicate rights conferred by Georgia Fair Housing Act, which provides an express private right of action to any "aggrieved person" who is denied housing by a landlord on the basis of an actual or perceived disability, or is intimidated or coerced in the exercise of rights under that statute. O.C.G.A. § 8-3-217(a)(1).

18.

This Court has jurisdiction of this action, *inter alia*, pursuant to O.C.G.A. § 8-3-217(a)(1), and O.C.G.A. § 9-5-1, *et seq.*

19.

Venue is proper in Fulton County because at least one defendant

against whom substantial legal and equitable relief is sought resides in Fulton County. *See* O.C.G.A. § 9-10-30; GA. CONST. art. VI, § 1, ¶¶ III, VI.

REQUEST FOR EXPEDITED TREATMENT

20.

Mr. Patten respectfully requests expedited consideration of this case as required by O.C.G.A. § 8-3-219.

FACTUAL ALLEGATIONS

I. MR. PATTEN'S LIFE-TERM LEASE

21.

This action arises out Atlanta Landmarks' unlawful decision to terminate Mr. Patten's lease of an apartment located within the Fox Theatre Building on 660 Peachtree Street, N.E., Atlanta, Georgia 30308 (hereinafter referred to as "the Residence"). Atlanta Landmarks was the landlord and owner of Mr. Patten's Residence at all times relevant to this action.

22.

On December 28, 1979, Mr. Patten and Atlanta Landmarks executed a lease of the Residence that was to extend until 60 days after Mr. Patten's death. A true and correct copy of the parties' executed lease, as amended, is attached hereto as Exhibit A and described in further detail below (hereinafter referred to as "Lease").

23.

Atlanta Landmarks first broached the idea of leasing the Residence to Mr. Patten because it was interested in improving a dilapidated portion of the Fox Theatre Building and having its de facto curator live on site on a full-time basis. Thus, in 1979, Atlanta Landmarks asked Mr. Patten to sell his home, invest \$50,000 of his own money to renovate an unused portion of the Fox building, and take up residence in the apartment that he built and paid for.

24.

That the Lease was executed at the Board's—and not Mr. Patten's—initiative is apparent from its opening paragraph, which stipulates that Atlanta Landmarks had “considered carefully the opportunity to have improved and utilized, at no expense to [Atlanta Landmarks], an area of the Fox Theatre Building which has deteriorated over the years and which at present has little or no productive value for [Atlanta Landmarks] or the public.” Lease, p.1.

25.

As a part of the lease agreement, Mr. Patten agreed to make substantial improvements to this portion of the Fox Theatre Building immediately upon execution of the Lease. The Lease stipulated that Mr.

Patten was required to pay, *in advance*, “not less than \$50,000” in 1979 dollars to improve this “deteriorated” space within the Fox Theatre Building. Lease, ¶ 5.1. In today’s dollars, the value of Mr. Patten’s up-front payment of rent would exceed \$200,000.

26.

As a further benefit to Atlanta Landmarks, the Lease provides that all of the improvements made and paid for by Mr. Patten “shall become and thereafter be the sole property of [Atlanta Landmarks], and title thereto shall automatically and without further act of the parties vest in [Atlanta Landmarks]; provided, however, that the right and title of [Atlanta Landmarks] therein and there to shall be subject to [Mr. Patten’s leasehold rights].” Lease, ¶ 5.9.

27.

In addition to requiring Mr. Patten to pay substantial monies to improve the Fox Theatre Building, the Lease requires Mr. Patten to pay for the cost of maintaining the Residence throughout the term of the Lease. Mr. Patten is also required to pay for the cost of hazard and risk insurance during the term of the Lease. Lease, ¶¶ 7.3, 7.4, 7.5.

28.

In exchange for Mr. Patten making these substantial construction

improvements to the Fox Theatre Building and maintaining the Residence, the Lease provides that Mr. Patten “may peaceably hold and enjoy the [Residence] with exclusive control and possession” for the remainder of his life. Lease, ¶ 2.1.

29.

The original Lease contemplated that Mr. Patten would reside in the Residence for his full lifetime, and expressly provided that the lease would not terminate until 60 days after Mr. Patten’s death. Specifically, the 1979 Lease said that it “shall commence on [December 28, 1979],” and “shall continue until 5 o’clock P.M., local Atlanta, Georgia time, on the sixtieth day following the date of death of Joe G. Patten.” Lease, ¶ 1.3.

30.

Just over two years ago, when Mr. Patten was 81 years of age, Atlanta Landmarks reaffirmed the Lease and the original intentions of the parties to grant Mr. Patten the right to continue living at the Residence until his death. Thus, on March 18, 2008, the parties executed a written amendment to the Lease that extended the term of the lease from 60 days to 120 days following Mr. Patten’s death, in order to provide additional time for his family to remove Mr. Patten’s personal belongings. Ex. A, First Amendment to Indenture of Lease (executed on March 18, 2008).

31.

While the Lease notes that Mr. Patten's tenancy provides an "added security measure" for the Fox Theatre, it specifically disclaims that "*it is not the intent of this Lease to place upon [Mr. Patten] any legal obligation with respect to [security protection]*" but rather to express the expectation that added security protection for the Theatre Property will be a natural outgrowth of the consummation of this Lease." Lease, ¶ 19.1 (emphasis added).

32.

The lease even anticipates that Mr. Patten's health might decline with old age. Paragraph 9.1(a) of the 1979 Lease contained a very specific provision that gave the Board a very narrow and carefully limited right to terminate the Lease prior to Mr. Patten's death if all of the following conditions were met: (1) if Mr. Patten should "become totally and permanently disabled;" (2) that he "remained in such condition for 180 consecutive days or more," and (3) that a majority of a panel of three medical doctors certify that "it would be in [Mr. Patten's] best interest . . . to be hospitalized or placed in a nursing home." Lease, Paragraph 9.1(a).

33.

Paragraph 9.1(b) of the lease authorizes Atlanta Landmarks to terminate the lease by a 2/3 vote for its own benefit, but the Board's power to terminate the lease under the general provision in Paragraph 9.1(b) does not include the power to terminate the lease for health-related reasons, which are excluded by the specific terms of Paragraph 9.1(a). In any event, termination of a lease on the basis of disability is prohibited by the Fair Housing Act.

II. MR. PATTEN HAS NEVER BREACHED THE LEASE AND HAS RESIDED AT THE RESIDENCE PEACEFULLY AND WITHOUT INTERFERENCE FOR 31 YEARS.

34.

After the Lease was executed in December of 1979, Mr. Patten immediately made substantial improvements to the Fox Theatre Building, fulfilling his obligation under Paragraph 5.1 of the Lease. In fact, Mr. Patten expended far in excess of \$50,000 in 1979 dollars to ensure his lifetime residency.

35.

Since 1979, Mr. Patten has likewise fulfilled all other obligations imposed upon him by the Lease.

36.

In the 31 years that Mr. Patten has lived in the Residence, Atlanta Landmarks has never alleged or otherwise notified Mr. Patten that he was in violation of the Lease.

37.

Mr. Patten has held the Residence as his home for the past 31 years, and, as is contemplated by the Lease, wishes to continue to live at the Residence through the remainder of his life.

38.

Mr. Patten is not “totally and permanently disabled,” nor has he “remain[ed] in such condition for 180 consecutive days.” Neither has any panel of doctors provided an opinion that “it would be in the best interest of [Mr. Patten] to be hospitalized or placed in a nursing home.”

III. THE GEORGIA FAIR HOUSING ACT PROHIBITS A LANDLORD TERMINATING A TENANT’S LEASE ON THE BASIS OF ACTUAL OR PERCEIVED DISABILITY.

39.

The Georgia Fair Housing Act prohibits a landlord in the position of Atlanta Landmarks from terminating a lease with a tenant based on the tenant’s actual or perceived physical disabilities. Specifically, the Georgia Fair Housing Act provides that

it shall be unlawful:

To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling⁴ to any buyer or renter because of a disability . . . [or]

To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability . . . [of t]hat person.

O.C.G.A. §§ 8-3-202(a)(6), (7).

40.

The Georgia Fair Housing Act defines “disability” as an *actual* or *perceived* physical impairment:

“Disability” means, with respect to a person:

(A) A physical or mental impairment which substantially limits one or more of such person’s major life activities;

(B) A record of having such an impairment; or

(C) *Being regarded as having such an impairment*

O.C.G.A. § 8-3-201(7) (emphasis added).

41.

A person, like Mr. Patten, who is perceived by a landlord as having “deteriorating health” or as unable to “live independently” is regarded as

⁴ The Georgia Fair Housing broadly defines “dwelling” as “*any building, structure, or portion thereof* which is occupied as, or designed or intended for occupancy” as a residence. O.C.G.A. § 8-3-201(9) (emphasis added).

having a disability. Disability may include impairment from such major life activities as “*caring for one’s self*, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.” 45 C.F.R. § 84.3(j)(2)(ii) (emphasis added).

42.

As the owner and landlord of a residential apartment, Atlanta Landmarks is subject to and not exempted from the Georgia Fair Housing Act.⁵

IV. ATLANTA LANDMARKS VIOLATED THE GEORGIA FAIR HOUSING ACT BY TERMINATING MR. PATTEN’S LEASE BASED ON HIS PERCEIVED PHYSICAL DISABILITIES.

43.

Notwithstanding Mr. Patten’s rights under the Georgia Fair Housing Act and his contractual right to live at the Residence for the remainder of his

⁵ Atlanta Landmarks is not exempt from the requirements of the Georgia Fair Housing Act under either of its two exemptions for single-family, individual homeowners. Indeed, Atlanta Landmarks is neither a “*bona fide private individual owner*,” nor does it “actually maintain[] and occup[y]” any “living quarters as his residence.” O.C.G.A. §§ 8-3-202(b)(1)(A), (B) (emphasis added). *See also Smith & Lee Assocs., Inc. v. City of Taylor*, 13 F.3d 920, 924 (6th Cir. 1993) (Fair Housing Act exemptions are “applicable *only* to the sale and rental transactions of *single family homeowners*”) (emphasis added); *Utah Labor Comm’n v. Paradise Town*, 660 F. Supp. 2d 1256, 1262 (D. Utah 2009) (“[I]t is rather obvious that these exemptions are intended to spare the costs of compliance by *homeowners* selling their single family homes and *people* renting out rooms or units in their homes,” and not corporations) (emphasis added).

life, Atlanta Landmarks terminated Mr. Patten's lease early expressly on the basis of perceived disabilities.

A. Throughout July and August 2010, Atlanta Landmarks Repeatedly Cited Mr. Patten's Perceived Health Condition as the Basis to Terminate the Lease.

44.

On or around July 11, 2010, Mr. Patten suffered a minor stroke that required that he be hospitalized for five days at Crawford Long Hospital. Atlanta Landmarks and the members of its Board of Trustees were aware that Mr. Patten suffered a stroke and was hospitalized.

45.

While Mr. Patten was recuperating at Wesley Woods Rehabilitation Center, representatives of the Board of Trustees, including defendant Woody White, the President of the Board of the Fox; Alan Thomas, the Chairman of the Board; and two other members of the Fox Board, Beauchamp Carr, and Edward Hutchison; paid Mr. Patten several visits, often in pairs. They told Mr. Patten that, because of concerns about his health condition, the Board did not want him to return to his home in the Fox after his discharge from Wesley Woods, but preferred instead that he leave the Fox and move into an assisted living facility.

46.

Mr. Patten neither needed nor wanted to move into an assisted living facility, and instead returned to his apartment in the Fox on August 11, 2010. Within an hour of his return, the President of Atlanta Landmarks' Board of Trustees, defendant White, delivered Mr. Patten a 6-paragraph letter that threatened to evict Mr. Patten if he did not move out of the Residence and into an assisted living facility. Each and every paragraph of defendant White's letter invoked Mr. Patten's health as the basis for his threat of eviction. A true and correct copy of that August 11, 2010, letter from defendant White to Mr. Patten is attached hereto as Exhibit G.

47.

Defendant White's letter of August 11 began, in the first paragraph, by referring to the prior discussions he and the other board members had with Mr. Patten during his hospitalization at Wesley Woods. Defendant White said "that the purpose of this letter is to *confirm* the conversations that we have had over the past several weeks concerning *your health and your future living arrangements at the Fox Theatre.*" *Id.* (emphasis added).

48.

The second paragraph of Defendant White's letter stated further that, "[a]s we have discussed" during Mr. Patten's rehabilitation at Wesley

Woods, “we are *very concerned about your medical condition . . .* [, and] *our ongoing concerns for your health . . .* must be weighed against our obligation to the Theatre and *how your [physical] condition impacts the Theatre.*” *Id.* (emphasis added).

49.

In the third paragraph, Defendant White went even further, falsely asserting that Mr. Patten’s lease was predicated on his “obligation” to provide security to the Fox Theatre. Even though Paragraph 19.1 of the Lease explicitly provides that Mr. Patten does not have “*any legal obligation*” to provide security for the Theatre,⁶ Defendant White invoked Mr. Patten’s physical condition as a basis to challenge whether Mr. Patten could continue to provide security for the Fox. He stated that “*your present condition* makes it clear that you are no longer in a position to fulfill any obligation in that regard.” *Id.* (emphasis added).

50.

Leaving no doubt that his sudden insistence on Mr. Patten’s departure

⁶ While the Lease states that the Board of Trustees was “convinced that . . . the overall protection and security of this National Historic Landmark will be enhanced by [Mr. Patten’s] continuing occupancy” of an apartment in the Fox, the lease makes clear in Paragraph 19.1 that “*it is not the intent of this Lease to place upon [Mr. Patten] any legal obligation* with respect to the subject matter of this Section [*i.e.* “Security”], but rather to express the expectation that added security protection for the Theatre Property will be a natural outgrowth of the consummation of this Lease.” Lease, ¶ 19.1 (emphasis added).

from the Residence was based on Mr. Patten's perceived physical condition, Defendant White continued. In the fourth and fifth paragraphs, he claimed that Mr. Patten's "deteriorating health has placed an increasing burden" on the Atlanta Landmarks, and confirmed Atlanta Landmarks' view "*that your medical condition precludes you from living alone, taking care of yourself in your apartment . . .*" *Id.* (emphasis added).

51.

Defendant White did not stop there. Instead, he demanded, on behalf of Atlanta Landmarks, that he "speak with" Mr. Patten's physician about Mr. Patten's health condition—invading upon Mr. Patten's medical privacy. Defendant White further demanded an opinion letter from Mr. Patten's physician as to whether Mr. Patten was able to "live independently"—confirming again the discriminatory animus underlying his and Atlanta Landmarks' sudden action against Mr. Patten.

52.

Worse, Defendant White's August 11 letter concluded with an unmistakable threat to evict Mr. Patten if he did not submit to Atlanta Landmarks' demand to leave the Residence. If Mr. Patten refused, Defendant White said it would then be "regrettably . . . necessary to exercise [the termination provisions of] section 9[.]1(b) of the lease in order

to protect your health and utilize the space for sorely needed expansion.” *Id.*

53.

Defendant White’s explicit threat to terminate Mr. Patten’s lease on the basis of Mr. Patten’s health leaves no dispute as to his discriminatory animus. Further, as Atlanta Landmarks later admitted, the other reason defendant White gave as the basis for his threat of termination—to “utilize the space for sorely needed expansion”—was simply untrue. During a recorded interview with the Atlanta-Journal Constitution on September 2, 2010, the general manager of Atlanta Landmarks, Allan Vella, admitted that Atlanta Landmarks had “no immediate need . . . for that apartment,” and that using the space for expansion was not a “pressing issue”—thus confirming that Mr. Patten’s perceived health condition was the *only* reason underlying defendant White’s written threat to terminate Mr. Patten’s lease and evict him from the Residence.

54.

In addition to threatening to terminate Mr. Patten’s lease on August 11, defendant White and Atlanta Landmarks made numerous additional statements directly to Mr. Patten, to media personnel, and to the public citing their perception of Mr. Patten’s physical condition and ability to care for

himself as the reason for desiring to terminate the Lease and evict Mr. Patten.

B. On August 30, Atlanta Landmarks Terminated Mr. Patten's Lease Because of his Perceived Disability.

55.

After having made repeated overt statements concerning Mr. Patten's health condition and disability—often to a wide public audience—Atlanta Landmarks convened a meeting of its Board of Trustees on August 30, 2010, to address Mr. Patten's Lease of the Residence.

56.

Mr. Patten attended the Board meeting with his counsel. At the beginning of the meeting, although Atlanta Landmarks had two attorneys present on its behalf, defendants ordered Mr. Patten's counsel to leave the meeting, and caused a security guard to escort Mr. Patten's counsel out of the Fox Theatre Building.

57.

Upon information and belief, during the meeting, members of the Board of Trustees repeatedly invoked their perceptions about Mr. Patten's health and his inability or imminent inability to care for himself as a basis to terminate the Lease.

58.

At the conclusion of the meeting, and just 19 days after the Board of Trustees' President, defendant White, had sent Mr. Patten his letter, the Board of Trustees voted to terminate the Lease, and adopted a written resolution evidencing their action (hereinafter "Resolution"). A true and correct copy of the Board's Resolution is attached hereto as Exhibit H.

59.

By terminating Mr. Patten's lease expressly on the basis of Mr. Patten's physical condition—and amidst defendant White's attempts and those of other members of the Fox Board to force Mr. Patten to surrender his apartment and move at his own expense into an assisted living facility—Atlanta Landmarks ratified the actions of its agents and violated the Georgia Fair Housing Act. O.C.G.A. § 8-3-200, *et seq.*

60.

On September 2, 2010, defendant White notified Mr. Patten, on behalf of Atlanta Landmarks, that it had terminated the Lease. He stated that the Lease "will therefore terminate on the 90th calendar day from the date of this letter." A true and correct copy of the termination letter is attached hereto as Exhibit I.

61.

As a result of Atlanta Landmarks' action in terminating the Lease, Mr. Patten has been forced to immediately look for a new residence. Absent intervention of this Court, he will be evicted from the Residence on or after December 1, 2010.

C. Since Terminating Mr. Patten's Lease, Atlanta Landmarks Has Repeatedly Admitted that its Decision was Based on Mr. Patten's Perceived Health and Physical Disabilities.

62.

On September 1, 2010—after Atlanta Landmarks had voted to terminate Mr. Patten's Lease—Atlanta Landmarks admitted that it had done so because of Mr. Patten's age and perceived physical disabilities. In an emailed statement, Kristen Delaney, Atlanta Landmarks' Director of Marketing and Public Relations, stated that "issues related to aging and assisted living" were "why" Atlanta Landmarks terminated the Lease.

63.

On September 2, 2010, on the same day that Atlanta Landmarks notified Mr. Patten that the Lease had been terminated, Atlanta Landmarks held a press conference during which it repeatedly invoked Mr. Patten's perceived disability and health condition as the sole reason for terminating the Lease.

III. ATLANTA LANDMARKS DISCRIMINATED ON THE BASIS OF A PERCEIVED DISABILITY BY IMPOSING TERMS OR CONDITIONS ON MR. PATTEN'S TENANCY THAT MAKE IT EFFECTIVELY IMPOSSIBLE FOR HIM TO FULLY ENJOY HIS RESIDENCE.

64.

In addition to discriminating against Mr. Patten by terminating the Lease on the basis of a perceived disability, Atlanta Landmarks also discriminated against Mr. Patten by attempting to impose substantially restrictive terms and conditions on Mr. Patten's residency because of a perceived disability.

65.

The Board of Trustees of Atlanta Landmarks, in its Resolution terminating Mr. Patten's Lease, "delegate[d] to the Executive Committee the authority to oversee, manage and take all action with respect to the occupancy of the Apartment by Mr. Patten, including *setting any conditions or restrictions* upon such occupancy." Exhibit H (emphasis added). The purpose of this provision in the Board's Resolution was to authorize its Executive Committee to impose discriminating terms and conditions on Mr. Patten's continuing rental of the apartment because of his perceived disabilities.

66.

On or around September 2, 2010, Atlanta Landmarks' Executive

Committee proposed that Mr. Patten enter an “Occupancy Agreement” allowing Mr. Patten to continue to live in the Residence only on the condition that he agree to a series of restrictions tailored to make it impossible for a disabled person to live in the Residence. A true and correct copy of the proposed Occupancy Agreement is attached hereto as Exhibit J.

67.

For example, the “Occupancy Agreement” proposed to Mr. Patten explicitly references Mr. Patten’s health and notes that Mr. Patten “suffered from at least one recent medical condition of note (namely, a recent stroke).” The proposed Occupancy Agreement goes on to recite numerous “opinions” regarding Mr. Patten’s health, including that Mr. Patten should not receive “medical or personal care assistance” within the Residence. Occupancy Agreement, ¶¶ 4(c), (d).

68.

The proposed Occupancy Agreement further explicitly restricts Mr. Patten’s use and enjoyment of the Residence on the basis of disability, and even purports to override the Georgia Fair Housing Act. For example, it precludes Mr. Patten from requesting accommodations “to provide personal or material access to the [Residence],” and requires Mr. Patten to agree that Atlanta Landmarks “shall not consent to any installation thereof, now, or in

the future” of any such accommodations. *Id.* ¶ 4(b). Conditioning rental on a refusal to provide reasonable accommodations violates the Georgia Fair Housing Act, which specifically defines “discrimination” as including a “refusal to permit . . . reasonable modifications of existing premises occupied or to be occupied by [a disabled] person if such modifications may be necessary to afford such person full enjoyment of the premises. . . .” O.C.G.A. § 8-3-202(a)(7)(B)(i).

69.

The Occupancy Agreement also provides that Mr. Patten shall leave the residence and not stay there overnight if it is determined that he needs “assisted living” services, thus conditioning his right of access on his physical condition and need for medical care. *Id.* ¶ 4(d).

70.

Because Atlanta Landmarks attempted to impose on Mr. Patten’s occupancy terms or conditions that explicitly discriminate on the basis of disability, it violated the Fair Housing Act. O.C.G.A. §§ 8-3-202(a)(2), (7).

IV. Despite Being Notified that its Actions Were Unlawful, Atlanta Landmarks Has Refused to Reinstate Mr. Patten’s Lease and has Continued its Discriminatory Actions Against Mr. Patten.

71.

On September 14, 2010, in a letter to Atlanta Landmarks, Mr. Patten’s

counsel explained that the defendants had violated the Georgia Fair Housing Act and breached the parties' Lease by terminating Mr. Patten's lease explicitly on the basis of his perceived health condition. In an effort to avoid being forced to bring this litigation, the letter demanded that Atlanta Landmarks reinstate the Lease and give assurances that it would not further interfere with Mr. Patten's right to quiet enjoyment of his Residence. A true and correct copy of the undersigned's letter to Atlanta Landmarks' counsel is attached hereto as Exhibit K.

72.

Atlanta Landmarks refused. Instead, it reaffirmed its decision to terminate Mr. Patten's lease and repeated its demand that Mr. Patten submit to the proposed Occupancy Agreement. With no other avenue to end the discriminatory acts being waged against Mr. Patten, this action followed.

73.

In light of the impending threat of Mr. Patten's eviction on December 1, 2010, Mr. Patten respectfully requests that the Court issue a rule nisi and give expedited consideration of Mr. Patten's request for a preliminary injunction as required by O.C.G.A. § 8-3-219.

COUNT I

VIOLATIONS OF THE GEORGIA FAIR HOUSING ACT (Asserted Against All Defendants)

74.

The allegations of paragraphs 1-73 of the Complaint are incorporated herein by reference as if set forth in full.

75.

Atlanta Landmarks is the owner of a building, structure, or portion thereof located at 660 Peachtree Street NE, Atlanta, Georgia, 30308, which is occupied as, or designed or intended for occupancy as, a residence for one or more families ("the Residence"). Accordingly, Atlanta Landmarks is the owner of a dwelling as defined by the Georgia Fair Housing Act. *See* O.C.G.A. § 8-3-201(9).

76.

In 1979, Atlanta Landmarks entered into a written lease agreement (the "Lease") with Mr. Patten, giving Mr. Patten the legal right to live the remainder of his life in the Residence. For the past 31 years, Mr. Patten has occupied the Residence as his home under this Lease.

77.

Mr. Patten has or is regarded as having a physical impairment which substantially limits one or more of his major life activities, including, but not

limited to, living independently, caring for himself, performing manual tasks, working, or walking. As such, Mr. Patten has or is regarded as having a disability under the Georgia Fair Housing Act. *See* O.C.G.A. § 8-3-201(7).

Denial of Housing on the Basis of Disability

78.

On or around August 30, 2010, Atlanta Landmarks voted to terminate Mr. Patten's residency based on its Board's belief that Mr. Patten's advanced age and physical condition, including his diabetes and recent stroke, made it impossible for him to continue to live independently in his apartment within the Fox Theatre building. On or around September 2, 2010, Atlanta Landmarks notified Mr. Patten that the Lease had been terminated and he would be expelled from the Residence on or before December 1, 2010.

79.

Mr. Patten's disability or perceived disability played a significant or substantial role in Atlanta Landmarks' decision to terminate Mr. Patten's Lease and expel him from the Residence.

80.

By terminating the Lease and taking action to expel Mr. Patten from

the Residence because of his disability, Atlanta Landmarks refused to rent, denied, or otherwise made unavailable Mr. Patten a dwelling on the basis of a disability or perceived disability in violation of the Georgia Fair Housing Act. *See* O.C.G.A. §§ 8-3-202(a)(1), (6).

**Discrimination in the Terms or Conditions of Rental
on the Basis of Disability**

81.

After terminating the Lease, Atlanta Landmarks stated on numerous occasions that it would condition any re-lease of the Residence to Mr. Patten only on the condition that he agrees to substantially restrictive terms that would make it effectively impossible for any disabled person to have full enjoyment of the Residence.

82.

Mr. Patten's disability or perceived disability played a significant or substantial role in Atlanta Landmarks' decision to condition any re-rental of the Residence on such substantially restrictive and discriminating terms and conditions.

83.

By discriminating against Mr. Patten in the terms, conditions, or privileges of the rental of the Residence because of Mr. Patten's disability or perceived disability, Atlanta Landmarks violated the Georgia Fair Housing

Act. *See* O.C.G.A. § 8-3-202(a)(7)(A).

Interference with Rights under the Fair Housing Act

84.

Atlanta Landmarks and defendant Edward L. “Woody” White threatened to evict Mr. Patten on the basis of disability if he did not voluntarily depart from the residence and move into an assisted living facility. Atlanta Landmarks and defendant White also threatened to evict Mr. Patten to exact conditions on his occupancy of the Residence because of his actual or perceived disabilities.

85.

Atlanta Landmarks and defendant White, by threatening to terminate Mr. Patten’s lease agreement on the basis of a perceived disability, and by their other actions set forth above, coerced, intimidated, threatened, and/or interfered with Mr. Patten’s exercise or enjoyment of a right granted by the Georgia Fair Housing Act or on account of Mr. Patten’s having exercised or enjoyed a right protected by the Georgia Fair Housing Act. *See* O.C.G.A. § 8-3-222.

Injury and Relief

86.

Mr. Patten has suffered or will suffer imminent injury as a result of

the defendants' violation of O.C.G.A. § 8-3-202. As such, Mr. Patten is an "aggrieved person" under the Georgia Fair Housing Act. *See* O.C.G.A. § 8-3-217(a)(1).

87.

Mr. Patten has suffered emotional distress and humiliation as a result of defendants' overt and highly public discriminatory treatment.

88.

Defendants' actions show willful misconduct, oppression, or an entire want of care that would raise the presumption of conscious indifference to Mr. Patten's rights under the Georgia Fair Housing Act.

89.

As a result of Defendants' conduct in violating and/or imminently violating the Georgia Fair Housing Act, Mr. Patten is entitled to preliminary and permanent injunctive relief, actual damages, punitive damages, reasonable attorney's fees, court costs, and such other relief as the Court deems necessary and appropriate.

Irreparable Harm

90.

Atlanta Landmarks' actions and inactions have caused, continue to cause, and create the risk of imminently causing Mr. Patten irreparable

harm. As a result of Atlanta Landmarks' act of terminating the Lease on the basis of disability, Mr. Patten will imminently be forced out of his home of 31 years and be left without a place to live. Atlanta Landmarks' and defendant White's actions in evicting and threatening to evict Mr. Patten to exact highly restrictive conditions on his continuing occupancy of the Residence on the basis of disability constitute a continuing harm.

91.

Mr. Patten has no adequate remedy at law to seek continuing occupation of the Residence free of discrimination.

92.

As stated herein, Atlanta Landmarks' and defendant White's actions have violated and threaten to violate Mr. Patten's rights under the Fair Housing Act and full enjoyment of the Residence free of discrimination.

93.

Mr. Patten therefore requests that the Court enter a preliminary and permanent injunction (i) enjoining Atlanta Landmarks from evicting Mr. Patten from his residence, (ii) requiring Atlanta Landmarks to reinstate Mr. Patten's original lease agreement, (iii) enjoining Atlanta Landmarks from terminating his lease at any time in the future for any reason other than a material breach of the lease by Mr. Patten, and (iv) enjoining Atlanta

Landmarks and defendant White from otherwise attempting to interfere with Mr. Patten's right to the full and quiet enjoyment of his apartment at the Fox for the remainder of his life as provided in Paragraph 1.3 of the lease.

COUNT II

BREACH OF CONTRACT

(Asserted Against Defendant Atlanta Landmarks)

94.

The allegations of paragraphs 1-93 of the Complaint are incorporated herein by reference as if set forth in full.

95.

On December 28, 1979, the parties executed a valid and enforceable contract.

96.

Paragraph 9.1(a) purports to authorize Atlanta Landmarks to terminate the Lease based upon the physical condition of Mr. Patten only if the following circumstances are met:

Should Lessee become totally and permanently disabled and remain in such condition for 180 consecutive days or more and should, in the opinion of the majority of a panel of three medical doctors to whom the matter is presented, it would be in the best interest of Lessee to be hospitalized or placed in a nursing home, then Lessor shall have the right to terminate this Lease by giving notice to Lessee in which event this Lease shall terminate on the ninetieth calendar day following the giving of such notice. . . .

Lease, ¶ 9.1(a).

97.

Atlanta Landmarks attempted to avoid the specific limitations on termination contained in Paragraph 9.1(a) of the lease by invoking the general provision in Paragraph 9.1(b), by terminating the lease by a two-thirds vote without complying with the conditions set forth in Paragraph 9.1(a). However, it is well established that a specific provision in a lease that addresses a particular subject or condition—such as the possibility that Mr. Patten’s health might someday decline to the point of his being totally disabled and unable to live outside of a nursing home—controls over a general provision, such as the general termination power contained in Paragraph 9.1(b). Put simply, the Board’s power to terminate the lease under the general provision in Paragraph 9.1(b) does not include the power to terminate the lease for health-related reasons, which are specifically covered under Paragraph 9.1(a).

98.

As a result of Atlanta Landmarks’ breach, Mr. Patten has suffered damage in an amount to be proven at trial. Further, unless Atlanta Landmarks is enjoined for breaching Mr. Patten’s lease and evicting him from his apartment based on his physical disabilities, Mr. Patten will suffer

grave and irreparable harm that cannot be fully compensated in an action at law for monetary damages.

PRAYER FOR RELIEF

WHEREFORE, based on the foregoing, plaintiff Joe Patten respectfully prays as follows:

- A. That the Court issue a Rule Nisi, directing the defendants to come and appear before this Court on a date certain and show just cause as to why defendants should not be interlocutorily enjoined from terminating Mr. Patten's lease of his apartment at the Fox based on his perceived physical disabilities in violation of the Georgia Fair Housing Act, and a breach of the terms of his lease;
- B. That, after an expedited hearing as required by O.C.G.A. § 8-3-219, the Court enter a permanent injunction prohibiting Atlanta Landmarks from terminating Mr. Patten's lease of his apartment at the Fox Theatre, and prohibiting Atlanta Landmarks and Edward L. "Woody" White, Jr. from interfering with his full and quiet enjoyment of his apartment in violation of the Georgia Fair Housing Act (Count One) and/or in violation of the terms of his Lease as amended (Count Two);

- C. That plaintiff be awarded general and punitive damages against defendants jointly and severally as provided in the Georgia Fair Housing Act, O.C.G.A. § 8-3-217(b)(1);
- D. That plaintiff be awarded a judgment against the defendants jointly and severally for the full amount of his attorneys' fees and costs of litigation as provided in the Georgia Fair Housing Act, O.C.G.A. § 8-3-217(b)(1); and
- E. That plaintiff be awarded such other and further relief as may be just and proper under the law and facts.

Respectfully submitted this 4th day of October, 2010.



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